



14th DISTRICT AGRICULTURAL ASSOCIATION

REQUEST FOR PROPOSAL

AUDITING SERVICES: FINANCIAL AUDIT RFP 26-01

January 28, 2026

You are invited to review and respond to this Request for Proposal (RFP), entitled Auditing Services: Financial Audit, RFP 26-01. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with 14th DAA/Santa Cruz County Fairgrounds will include by reference State of California General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [General Terms and Conditions and Contractor Certification Clauses](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=general%20terms) (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=general%20terms>).

In the opinion of 14th DAA/Santa Cruz County Fairgrounds, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Dori Rose Inda (CEO)
SCCFRFP@santacruzcountyfair.com

This person is the only authorized person designated by the Fair to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Please note that no *verbal* information given will be binding upon 14th DAA/Santa Cruz County Fairgrounds unless such information is issued in writing as an official addendum.

Thank you for your interest in the 14th DAA/Santa Cruz County Fairgrounds.

14th DAA/Santa Cruz County Fairgrounds
2601 EAST LAKE AVE. WATSONVILLE CA 95076
DORI ROSE INDA, CEO
SCCFRFP@santacruzcountyfair.com
831-724-5671

A. Purpose and Description of Services

Contractor shall provide financial auditing services for 14th DAA/Santa Cruz County Fairgrounds. Contractor shall prepare review or audit reports as noted for:

- The fiscal year ending December 31, 2021 - Audit;
- The fiscal year ending December 31, 2022 - Review;
- The fiscal year ending December 31, 2023 – Review;
- The fiscal year ending December 31, 2024 – Audit;
- The fiscal year ending December 31, 2025 – Review;
- The fiscal year ending December 31, 2026 – Review; and
- The fiscal year ending December 31, 2027 – Audit.

The financial audit contractor shall express an opinion on the fairness of the financial statements in conformity with generally accepted accounting principles. The audit shall be conducted in conformance with generally accepted auditing standards as published by the American Institute of Certified Public Accountants (CPA) in Statements on Auditing Standards. The scope of the audit shall include an evaluation of internal controls and recommendations for improvements of accounting and related procedures.

The independent CPAs who are awarded this contract may wish to work with other auditors in planning their audit programs, as well as making their work papers available to qualified and approved personnel working with other auditing groups. The audit should be conducted efficiently and with minimal disruption of day-to-day operations.

1. Availability of 14th DAA/Santa Cruz County Fairgrounds Staff – The contractor should be aware that 14th DAA/Santa Cruz County Fairgrounds accounting staff may not be available to assist in the audit process during the months of August, September and October. Additionally, the contractor should not expect 14th DAA/Santa Cruz County Fairgrounds accounting staff to prepare additional financial schedules or fiscal analyses which shall be used as audit work papers.
2. Financial Audit – The contractor shall accomplish the following work under this contract:
 - a) The contractor shall prepare audit reports in accordance with generally accepted auditing standards approved by the American Institute of Certified Public Accountants and all current applicable Governmental Accounting Standards Board (GASB) Standards. This requires, among other things, that a study and evaluation of 14th DAA/Santa Cruz County Fairgrounds' system of internal control shall be performed. The audit reports must state

an opinion as to the fairness of presentation of 14th DAA/Santa Cruz County Fairgrounds' financial statements in conformity with generally accepted accounting principles as reflected by the following statements and schedules:

Exhibit A

Statements of Net Position

Statements of Revenues, Expenses, and Changes in Net Position

Statements of Cash Flows

Notes to the Basic Financial Statements Various other schedules as appropriate

In addition, the opinion shall be governed by the findings developed in the course of the examination.

- b) The contractor shall communicate with 14th DAA/Santa Cruz County Fairgrounds' management and staff on information related to business issues, management reports and budgeting, internal controls, accounting procedures, and data processing as they relate to 14th DAA/Santa Cruz County Fairgrounds' financial reporting. Additionally, the contractor shall prepare management letters which report on the adequacy of 14th DAA/Santa Cruz County Fairgrounds' system of internal accounting control based on the study and evaluation performed as part of the audit (i.e., not an opinion on the internal control system) and include recommendations for improvement, if appropriate. Certain portions of this report may be classified as confidential if, in 14th DAA/Santa Cruz County Fairgrounds' determination, publication of such information might possibly result in subjecting 14th DAA/Santa Cruz County Fairgrounds to financial loss or compromising 14th DAA/Santa Cruz County Fairgrounds' internal security.
- c) The contractor shall maintain working papers in support of the information to be reported upon which shall remain the property of the contractor and shall be confidential. The contractor shall allow specified parties, approved by 14th DAA/Santa Cruz County Fairgrounds, to review and make copies of the contractor's work papers. The contractor shall also be available to review and discuss the scope of the work performed, as well as the results, with authorized parties.
- d) The contractor shall submit progress reports as deemed appropriate by the designated 14th DAA/Santa Cruz County Fairgrounds representative. Such progress reports should indicate the current status of the work being performed, suggested expansion or contraction of procedures, interim findings, the estimated completion date of the work, and difficulties or special problems so that remedies can be developed as soon as possible.

- e) Wherever the contractor is required to render a financial audit report (other than progress reports), fifteen (15) hard copies shall be provided at no additional cost, as well as a digital version of all reports sent to the designated 14th DAA/Santa Cruz County Fairgrounds representative. 14th DAA/Santa Cruz County Fairgrounds reserves the right to use and reproduce all reports and data produced and delivered pursuant to this contract and reserves the right to authorize others to use or reproduce such materials.
- f) The statements should be prepared in accordance with all applicable GASB statements for the year-ended financial statements, including GASB34.

3. Management Review – In addition to the audit described above, the agreement may include special audits to be conducted as deemed necessary by 14th DAA/Santa Cruz County Fairgrounds management. Seven Thousand Five Hundred Dollars (\$7,500) per year is budgeted for such audits, and this fixed amount shall be factored into bids, as shown on cost sheets. Details of the special audits and cost will be determined at a later point.

4. Deadline for Submission of Reports

- The audit report for the fiscal year ending December 31, 2021, shall be due on, or before, April 10, 2026.
- The review for the fiscal year ending December 31, 2022, shall be due on, or before, May 20, 2026.
- The review for fiscal year ending December 31, 2023, shall be due on, or before, June 30, 2026.
- The audit report for the fiscal year ending December 31, 2024, shall be due on, or before, August 10, 2026.
- The review for the fiscal year ending December 31, 2025, shall be due on, or before, September 30, 2026.
- The review for the fiscal year ending December 31, 2026, shall be due on, or before, June 30, 2027.
- The audit report for the fiscal year ending December 31, 2027, shall be due on, or before, June 30, 2028.

➤ Optional year's audit schedules shall have similar due dates as above.

➤ Any changes to the above noted deadlines shall be agreed upon by contractor and designated 14th DAA/Santa Cruz County Fairgrounds representative.

5. Report Delivery – All reports or other communications are to be delivered to the designated 14th DAA/Santa Cruz County Fairgrounds representative at 14th DAA/Santa Cruz County Fairgrounds and 2601 East Lake Ave. Watsonville, CA 95076.

6. Presentation – Contractor shall be required to present its findings, conclusions, and recommendations at a public Board Meeting (specific date and time of meeting to be determined each year based on schedule).
7. Public Hearings and Meetings – If public hearings and meetings on the subject matter dealt with in the contract are held within one year from the contract expiration date, the contractor shall make available to testify the personnel assigned to the contract at the hourly rates specified in the contractor's proposed budget for the financial audit. For these additional public hearings and meetings, 14th DAA/Santa Cruz County Fairgrounds will reimburse the contractor for normal travel and out-of-pocket expenses in accordance with current State of California Department of Human Resources (CalHR) regulations.
8. Contract Amendment – Any changes to the scope of work to be undertaken by the contractor must be agreed to in writing by 14th DAA/Santa Cruz County Fairgrounds prior to commencement of the additional or different work.
9. Term of Agreement – Term of this agreement is January 1, 2026, through December 31, 2028. 14th DAA/Santa Cruz County Fairgrounds may, at its sole discretion, extend this agreement for two (2) additional one-year terms.
10. Invoicing – The contractor shall submit monthly invoices, not to exceed the allotted annual amount, in arrears, noting the contract number and detailing the services rendered by staff level and hours billed to:

14th DAA/Santa Cruz County Fairgrounds

Attn: Dori Rose Inda

Mailing Address 2601 East Lake Ave. Watsonville CA 95076

A copy of the invoice must be emailed to: Email:
SCCFRFP@santacruzcountyfair.com

The contractor shall furnish detailed itemization of, and retain all records relating to, time and expenses for which reimbursement is claimed hereunder for which 14th DAA/Santa Cruz County Fairgrounds is billed. Such records shall be maintained for a period of three (3) years after termination of this contract and shall be available for inspection or audit at any reasonable time by personnel authorized by

14th DAA/Santa Cruz County Fairgrounds .

Only actual hours worked and expenses incurred will be paid under this contract.

On the final bill submitted for services under this contract, the contractor shall

clearly mark "Final Billing" on the invoice.

11. Limitation of Actions – No action, regardless of form, arising out of the contract may be brought by either party more than two (2) years after the injured party has knowledge, or should have had knowledge, of the action, or in the case of nonpayment, more than two (2) years from the date of the last payment.
12. Professional Liability Insurance – The contractor shall maintain or cause to be maintained professional liability insurance with limits of not less than \$2 million during the period of the contract, insuring against the losses, damages, or expenses incurred by 14th DAA/Santa Cruz County Fairgrounds as a result of the willful or negligent acts, errors, or omissions of the contractor, or any subcontractor, or any officers, employees, or agents thereof. The insurance shall be with such insurers as may be satisfactory to 14th DAA/Santa Cruz County Fairgrounds and shall be payable in accordance with the provisions of the policy. Each such policy of insurance shall contain a provision whereby it cannot be canceled except upon thirty (30) days written notice to all insureds.

In the event that the contractor's carrier cancels any policy, the contractor shall immediately obtain a replacement policy for the same amount. The contractor shall furnish to 14th DAA/Santa Cruz County Fairgrounds evidence of insurance in all categories within 20 days of the effective date of the contract. The contractor shall use its best efforts to maintain the above-stated minimum level of insurance coverage during the term of the contract.

13. Confidentiality of Data – All financial, statistical, personal, technical, and other data and information relating to 14th DAA/Santa Cruz County Fairgrounds operations which are designated confidential by 14th DAA/Santa Cruz County Fairgrounds and made available to the contractor in carrying out the contract, shall be protected by the contractor from unauthorized use and disclosure. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by 14th DAA/Santa Cruz County Fairgrounds to be adequate for the protection of the confidential information, such methods and procedures may be used, with the written consent of 14th DAA/Santa Cruz County Fairgrounds, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract or is rightfully obtained from third parties.
14. Covenant Against Contingent Fees – The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, 14th DAA/Santa Cruz County Fairgrounds shall have the right to terminate the contract in accordance with the termination clause and, in its sole discretion, to deduct from the contract's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15. **Payment:** Payment will be made, in arrears, upon satisfactory completion of services and approval of invoices submitted.

B. Minimum Qualifications for Proposers

The proposer must demonstrate that it meets all of the following minimum qualifications to be considered responsive to this Request for Proposal. Failure to satisfy all of the minimum qualifications shall be cause for immediate rejection of the respondent's proposal. The following information must be submitted in the order listed.

1. The firm must be a professional public accounting firm, provide auditing services, and have an established office located in California during the period covered by the contract. Contractor shall ensure adequate staffing is available to perform the audit. Travel to the 14th DAA/Santa Cruz County Fairgrounds headquarters may be required. All associated travel expenses must be factored into the bid price. In the past three years, the firm must have audited the financial statements of a California state or governmental agency, and/or a large non-profit, with a budget of at least \$5 million.
2. The engagement partner responsible for the 14th DAA/Santa Cruz County Fairgrounds financial audit must have at least five years of professional auditing experience, two of which must have been with the current firm.
3. The manager responsible for the 14th DAA/Santa Cruz County Fairgrounds financial audit must have at least five years of professional auditing experience, two of which must have been with the current firm.
4. The on-site supervisor directly overseeing the 14th DAA/Santa Cruz County Fairgrounds financial audit must have at least two years of professional auditing experience. The on-site supervisor or one staff person assigned to the 14th DAA/Santa Cruz County Fairgrounds financial audit must have working knowledge of the current State of California systems, including but not limited to accounting, pension/retirement and benefit systems. The working knowledge must be obtained from performing auditing, reviewing, or consulting services of State agencies in the past three years.
5. The engagement partner must be licensed as a Certified Public Accountant or Public Accountant in the State of California. Copies of the certifications must accompany the bid package. (The manager and on-site supervisor must be

licensed as a Certified Public Accountant or Chartered Accountant in the state or province in which he or she usually practices.)

C. Proposal Requirements and Information

1. Key Action Dates

<u>Event</u>	<u>Date</u>
RFP Released / Posted	Jan. 28
Questions Due	Feb. 4 5:00 PM
Answers Published	Feb. 9 (if applicable)
Proposal Due	Feb. 25 5:00 PM
Proposed Contract Award	Feb. 26
Contract Award	March 5 5:00 PM

2. Work Plan and Work Schedule Requirements: The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.
3. Required Proposal Content
 - a) Personnel Qualifications – Describe the qualifications of all professional personnel including owner(s) or partner(s) to be employed on this project, with a summary of similar audits performed to date, a résumé for each lead professional, and a statement indicating to what extent each shall be assigned to the project. Substitution of lead personnel without prior approval of 14th DAA/Santa Cruz County Fairgrounds shall not be permitted.
 - b) Provide a description of the firm sufficient to indicate its size, capability, and reputation.
 - c) References: List the last three State or governmental financial and operational audits performed in the last three years. Describe recent quality assurance or peer review reports. Include the name, address, telephone number, and e-mail address of a reference which 14th DAA/Santa Cruz County Fairgrounds may contact regarding each audit listed.

14th DAA/Santa Cruz County Fairgrounds may, at its option, use information gained by conducting reference checks with references

provided or from the individuals who have had contracts with the proposer. The proposer shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by the proposer.

- d) Provide a description of the proposed methodology and procedures to be used.
- e) Cost and Hours: Using the format shown on Cost Sheet, Attachment 3, provide a quotation of costs to 14th DAA/Santa Cruz County Fairgrounds for the maximum amount to be billed for this work, broken down by staff levels as shown. Costs contained in this proposal shall include all expenses associated with completing all services noted in this RFP.

It should be noted that: (1) Notwithstanding the significance of the cost factor in scoring proposals, the higher the proportion of higher-level staff engaged the better; and (2) more points shall be awarded for proposals with greater number of hours as this applies to the scoring criteria. (NOTE: This scoring shall be reflected in category 2 of the criteria for evaluation described in section C (6)(d)).

The cost proposal shall include a contingency fee of \$7,500 for special audits during each calendar year which shall be at the sole discretion of 14th DAA/Santa Cruz County Fairgrounds .

- f) Additional Information – Along with the mandatory requirements, the proposer may also include any other relevant information or pertinent exhibits.

4. Submission of Proposal:

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements shall be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be sealed and submitted **via USPS mail (2601 East lake Ave. Watsonville CA 95076) or dropped off to the administration office (2601 East lake Ave. Watsonville CA 95076)** by dates and times shown in Section C, Proposal Requirements and Information. Proposals received after this date and time shall not be considered.
- d) All documents contained in the proposal package must have original electronic signatures or wet signature and must be signed by a person who

is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

- e) The proposal submittals must be plainly listed with the RFP number and title, your firm name and address:

14th DAA/Santa Cruz County Fairgrounds RFP # 26-01
AUDITING SERVICES: FINANCIAL AUDIT

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

- g) All proposals shall include the documents identified in Section C(5), Proposal Content. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
 - i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
 - j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. 14th DAA/Santa Cruz County Fairgrounds may reject any or all proposals and may waive any immaterial deviation in a proposal. 14th DAA/Santa Cruz County Fairgrounds waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
 - k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to 14th DAA/Santa Cruz County Fairgrounds.
 - l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 1, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
 - m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
 - n) A proposer may withdraw its proposal by submitting a written withdrawal

request to 14th DAA/Santa Cruz County Fairgrounds, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- o) 14th DAA/Santa Cruz County Fairgrounds may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) 14th DAA/Santa Cruz County Fairgrounds reserves the right to reject all proposals. 14th DAA/Santa Cruz County Fairgrounds is not required to award an agreement.
- q) Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, shall not be considered.
- t) 14th DAA/Santa Cruz County Fairgrounds does not accept alternate contract language from a prospective contractor. A proposal with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.
- v) **Small Business Preference:** State law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with certified SB/MB firm(s) for at least 25% of the net bid price, to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB/MB be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder; the actual bid amount remains the same.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB, list the small business you commit to subcontract with for a commercially useful function in performance of the contract. The list of subcontractors shall include:

Name
Address
Phone Number
Description of work to be performed
Dollar amount or percentage per subcontractor

Also include the subcontractor's certification or indicate if application(s) are on file with the OSDS. If you are a Certified Small Business, you must include a copy of your certificate with your bid package in order to be eligible for the 5% preference.

5. Proposal Content: The proposal must contain the following items in order for the proposer to be responsive.

- a) Résumé of firm
- b) Résumé for each staff member assigned to the project
- c) Copy of current CPA certification(s)
- d) Description of procedures and methodology that shall be used on the project
- e) Completed Attachments 1, 2, and 3. Attachment 2 can be submitted in a different format, but must include all of the information requested.

6. Evaluation Process

- a) At the time of proposal opening, each proposal shall be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation: The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
1. Experience of the firm.....	25
2. Qualifications and experience of personnel assigned to audit	25

3. Procedures and methodology.....	20
4. Cost.....	<u>30</u>
Total Possible Points:.....	100

7. Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of 14th DAA/Santa Cruz County Fairgrounds physical address and on the DAA website (website domain) for five (5) working days prior to awarding the agreement.
- b) Protests – A bidder may file a protest against the awarding of the contract. The protest must be filed with the DAA and with the Department of General Services (DGS).

Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, West Sacramento CA 95605
P.O. Box 989053, West Sacramento CA 95798
Email – olsprotests@dgs.ca.gov

14th District Agricultural Association
Attention: Dori Rose Inda, CEO
2601 East Lake Ave. Watsonville CA 95076
Email – SCCFRFP@santacruzcountyfair.com

- c) The protest **MUST** be received prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 PM on the fifth working day after Notice of Proposed Award was posted. Upon the expiration of this posting period, if no protest is filed, the contract is awarded.

In Addition, within five (5) calendar days after filing the protest, the protesting bidder shall file with the DAA and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest which must be true and valid.

- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections

18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

8. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of 14th DAA/Santa Cruz County Fairgrounds and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

9. Agreement Execution and Performance

- a) Performance shall start not later than the express date set by 14th DAA/Santa Cruz County Fairgrounds and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to 14th DAA/Santa Cruz County Fairgrounds for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D. Required Attachments

Refer to the following pages for required attachments that are a part of this agreement (see section C(5) for a complete list).

ATTACHMENT 1PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original or electronic signatures.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2a. Telephone Number ()	2b. Fax Number ()
3a. Address		
3b. E-mail Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items apply.		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 2

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this agreement.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		E-mail Address	
Value or Cost of Service			
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		E-mail Address	
Value or Cost of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		E-mail Address	
Value or Cost of Service			
Brief Description of Service Provided			

ATTACHMENT 3COST PROPOSAL(page 1 of 6)

Name of Proposer: _____

Signature of Proposer: _____

NOTE: Cost proposal includes all expenses related to completing the work described in this RFP.

Fiscal Year Ending December 31, 2021

<u>Staff Level</u>	<u>Partner</u>	<u>Estimated No. of hours</u>	<u>X</u>	<u>Rate</u>	<u>Discount</u>	<u>=</u>	<u>Total Estimated for Level</u>
Manager		_____		\$_____	\$_____		\$_____
Supervisor		_____		\$_____	\$_____		\$_____
Supervising Senior		_____		\$_____	\$_____		\$_____
Senior		_____		\$_____	\$_____		\$_____
Staff		_____		\$_____	\$_____		\$_____
Clerical		_____		\$_____	\$_____		\$_____
Total Estimated Audit Hours		_____					
							Maximum cost for basic audit: \$_____
							Maximum cost for special audits: \$ 7,500
							TOTAL BID FOR 2021 audit: \$_____

COST PROPOSAL (page 2 of 6)

Name of Proposer: _____

Signature of Proposer: _____

Fiscal Year Ending December 31, 2022

<u>Staff Level Partner</u>	<u>Estimated No. of hours</u>	<u>X</u>	<u>Rate</u>	<u>Discount</u>	<u>=</u>	<u>Total Estimated for Level</u>
	_____		\$_____	\$_____		\$_____
Manager	_____		\$_____	\$_____		\$_____
Supervisor	_____		\$_____	\$_____		\$_____
Supervising Senior	_____		\$_____	\$_____		\$_____
Senior	_____		\$_____	\$_____		\$_____
Staff	_____		\$_____	\$_____		\$_____
Clerical	_____		\$_____	\$_____		\$_____
Total Estimated Audit Hours	_____					

COST PROPOSAL (page 3 of 6)

Name of Proposer: _____

Signature of Proposer: _____

Fiscal Year Ending December 31, 2023

COST PROPOSAL (page 4 of 6)

Name of Proposer: _____

Signature of Proposer: _____

Fiscal Year Ending December 31, 2024

COST PROPOSAL (page 5 of 6)

Name of Proposer: _____

Signature of Proposer: _____

Fiscal Year Ending December 31, 2025

<u>Staff Level</u>	<u>Partner</u>	<u>Estimated No. of hours</u>	<u>X</u>	<u>Rate</u>	<u>Discount</u>	<u>=</u>	<u>Total Estimated for Level</u>
		_____		\$_____	\$_____		\$_____
Manager		_____		\$_____	\$_____		\$_____
Supervisor		_____		\$_____	\$_____		\$_____
Supervising Senior		_____		\$_____	\$_____		\$_____
Senior		_____		\$_____	\$_____		\$_____
Staff		_____		\$_____	\$_____		\$_____
Clerical		_____		\$_____	\$_____		\$_____
Total Estimated Audit Hours		_____					
				Maximum cost for review:		\$	_____
				Maximum cost for special audits:	\$ 7,500		
				TOTAL BID FOR 2025 review:	\$		_____

COST PROPOSAL (page 6 of 6)

Name of Proposer: _____

Signature of Proposer: _____

Fiscal Year Ending December 31, 2026

<u>Staff Level</u>	<u>Partner</u>	<u>Estimated No. of hours</u>	<u>X</u>	<u>Rate</u>	<u>Discount</u>	<u>=</u>	<u>Total Estimated for Level</u>
		_____		\$_____	\$_____		\$_____
Manager		_____		\$_____	\$_____		\$_____
Supervisor		_____		\$_____	\$_____		\$_____
Supervising Senior		_____		\$_____	\$_____		\$_____
Senior		_____		\$_____	\$_____		\$_____
Staff		_____		\$_____	\$_____		\$_____
Clerical		_____		\$_____	\$_____		\$_____
Total Estimated Audit Hours		_____					
				Maximum cost for review:		\$	_____
				Maximum cost for special audits:	\$ 7,500		
				TOTAL BID FOR 2026 review:	—\$		_____

NOTE: For evaluation purposes, the total cost of all years will be used.

Sample Standard Agreement General Contract Provisions

The contract awarded pursuant to this RFP will also contain the DGS “General Terms and Conditions” and “Special Terms and Conditions” and will be incorporated and made a part of the contract. All Terms and Conditions are fixed and non-negotiable.

General Terms and Conditions (GTC 02/2025)

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896.)
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or

other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04-2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1)"Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for

actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §

14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 20. **LOSS LEADER:** If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
- 21. **GENERATIVE AI DISCLOSURE OBLIGATIONS:**
 - a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
 - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
 - c. Notification shall be provided to the State designee identified in this Contract.
 - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

22. Special Terms and Conditions

a. GENERAL LIABILITY INSURANCE REQUIREMENTS:

(1) Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CDSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction

derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events but including barrel racing, penning, and roping; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured : The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

(2) General Provisions

A. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance

coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

- B. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
- C. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.
- D. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CDSA).

(3) Participant Waivers

- A. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
- B. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
- C. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
- D. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CDSA Release and Waiver Form.

23. RIGHT TO TERMINATE:

- a. 14th DAA/Santa Cruz County Fairgrounds may terminate this Agreement for the following reasons subject to thirty (30) days written notice to the Contractor:
 - 2) If 14th DAA/Santa Cruz County Fairgrounds (and its Board of Directors) determines that it cannot meet the budgetary or financial obligations required under this Agreement;
 - 3) If 14th DAA/Santa Cruz County Fairgrounds (and its Board of Directors) determines that its operational needs have changed.

24. DRONE POLICY: In order to protect the safety, security, privacy, and property interests of 14th DAA/Santa Cruz County Fairgrounds, its employees, agents, contractors, and the public, any operation or use of unmanned aircraft systems, remote-or-radio-controlled model aircraft of all types, shapes, and sizes, or any other similar type devices (collectively "Drones") is prohibited on the premises of 14th DAA/Santa Cruz County Fairgrounds or within the 14th DAA/Santa Cruz County Fairgrounds's air rights, without prior written approval from 14th DAA/Santa Cruz County Fairgrounds. Be advised that violation of this policy will result in immediate ejection from 14th DAA/Santa Cruz County Fairgrounds's premises and may subject the violator to a criminal trespass warning or arrest for those who fail to comply.**25. Executive Order N-6-22 regarding Russia sanctions:****a. Compliance with Applicable Laws and Regulations:**

- Contractor shall comply with all applicable federal, state, and local laws, regulations, and Executive Orders, including, but not limited to, Executive Order N-6-22 regarding sanctions against Russia and Russian entities and individuals.

b. Sanction Certification:

- Contractor certifies that it is not a target of any economic sanctions imposed by the United States government or the State of California in response to Russia's actions in Ukraine.
- Contractor further certifies that it will not use any funds or resources received under this contract to directly or indirectly benefit any party subject to sanctions related to Russia's actions in Ukraine.

26. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the 14th District Agricultural Association, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.